



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 6/3/2025

* = Mandatory, information must be provided

or Procurement Director Award: ☐

***Contractor/Vendor Name/Grantor (DBA):**

Town of Marana

***Project Title/Description:**

Intergovernmental Agreement between Pima County and the Town of Marana for Twin Peaks Road/Rattlesnake Pass Project

***Purpose:**

The Town of Marana is leading the reconstruction of Twin Peaks Road through Rattlesnake Pass, from Silverbell Road to Quarry Road. Pima County will contribute up to \$1,594,341 from development impact fees for this project. The right-of-way within Pima County will transfer to the Town of Marana within one year of project acceptance pursuant to A.R.S. § 9-471(0), except for Arizona State Land Department right-of-way No. 16-122066-00 and certain slope and drainage easements, which will remain under Pima County's jurisdiction. Upon project completion, the Town of Marana will own and perpetually maintain all project materials, equipment and drainage structures.

***Procurement Method:**

This IGA is a non-Procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

Improvement of Twin Peaks Road/Rattlesnake Pass

***Public Benefit:**

The project will improve the roadway for the public.

***Metrics Available to Measure Performance:**

Standard engineering construction measures.

***Retroactive:**

No

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pgs: 9

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THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: PO Department Code: TR Contract Number (i.e., 15-123): PO2500014692
 Commencement Date: 6/3/2025 Termination Date: 6/2/2030 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount \$ 1,594,341.00 * ☐ Revenue Amount: \$ 0

***Funding Source(s) required: Roadway Development Impact Fees**

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

***Funding Source(s) required: _____**

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***All Funding Source(s) required: _____**

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? _____

Contact: Xavier de la Garza (Administrative Contact: Michelle Guardado 724-2663)

Department: Transportation

Digitally signed by Paul Casertano
 DN: cn=Paul Casertano, o=Pima County,
 ou=Department of Transportation,
 email=paul.casertano@pima.gov, c=US
 Date: 2025.05.16 10:58:05 -0700

on behalf of
 Kathryn Skinner

Telephone: 724-6489

Department Director Signature: _____

Date: 5/16/2025

Deputy County Administrator Signature: _____

Date: 5/19/2025

County Administrator Signature: _____

Date: 5/19/2025

Intergovernmental Agreement
Between
Pima County and the Town of Marana
For
Twin Peaks Road/Rattlesnake Pass Project

This Intergovernmental Agreement (this "Agreement") is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("the County") and the Town of Marana, Pima County, Arizona ("the Town"), a municipal corporation of the State of Arizona. The Town and the County may be collectively referred to as the "Parties," each of which may individually be referred to as a "Party."

RECITALS

A. The Parties are authorized by Arizona Revised Statutes (A.R.S) § 11-952, *et. seq.*, to enter into agreements for joint and cooperative action.

B. A public need exists to reconstruct Twin Peaks Road through Rattlesnake Pass, from Silverbell Road west to Quarry Road (the "Project").

C. The Town procured a contractor for the Project and intends to construct the Project. The Town issued a Notice to Proceed to the Town's contractor on July 9, 2024, and the estimated completion date for the Project is August 2026.

D. Portions of the Project are located within the County's jurisdictional boundaries.

E. Portions of the Twin Peaks Road Right of Way were established under Pima County Road Proceeding 330-A in 1932.

F. On May 10, 2024, the County issued the Town's contractor a right-of-way permit (Permit No. P24RW00630) for the Project.

G. The County participated in design team meetings facilitated by the Town for the Project between 2020 and 2022. The County was not involved in the management of the Project, or hiring of the contractor for this Project, and the County did not give final approval to the Project plans.

H. The Town has acquired various rights-of-way and easements necessary for completion of the Project, and still needs to acquire some additional rights-of-way for the Project. Some of the acquired rights-of-way and easements, as well as the not-yet-acquired rights-of-way, are located within the County's jurisdictional boundaries. The Town has secured the necessary rights to proceed with construction of the Project, including rights of entry where applicable.

I. The Town acquired right-of-way for the Project from the Arizona State Land Department (ASLD) via instrument recorded in the Pima County Recorder's Office at Sequence No. 20220630049 (the "ASLD Right-of-Way"). The ASLD Right-of-Way Number 16-122066-00 is located in the County's jurisdictional boundaries. Both Parties agree the ASLD Right-of-Way will remain in Pima County's jurisdiction.

J. The County's Impact Fee Program's Street Facilities Infrastructure Improvements Plan dated January 22, 2020 includes a project in the County's Northwest Benefit Area identified as "Twin Peaks Road" with limits from Twin Peaks Road to Saguaro Highlands with a length of 0.55 miles and identifies \$1,594,341.00 in potential development impact fee funding for the project (the "County Twin Peaks Road DIF Project").

K. The Parties agree that the completion of the Project is essential to the public safety and welfare and desire to cooperate in the completion of the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth in this Agreement, the Parties hereby agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated herein by this reference.

2. Purpose. The purpose of this Agreement is to set forth the responsibilities of the Parties for the completion of the Project.

3. Responsibilities of Town:

a. The Town shall construct the Project in accordance with the plans and bid documents prepared by the Town and the Town's consultants.

b. Except for the County's contribution of County development impact fees as described in paragraph 4 below, the Town shall be responsible for funding the Project.

c. The Town is responsible for all aspects of Project implementation, including, but not limited to, planning, design, management, risk management, administration, and operation and maintenance of the Project during construction and in perpetuity after completion of construction.

d. Ownership and title to all materials, equipment, and appurtenances installed for the Project, including drainage structures located both within the Town's jurisdictional boundaries and within the County's jurisdictional boundaries, shall automatically vest in the Town upon completion of the Project and the Town shall be responsible for their maintenance.

e. The Town is responsible for all traffic engineering services (including traffic control devices, investigations, roadway design criteria, and studies) and right-of-way

permitting relating to activities that directly affect the roadway, excluding any zoning or development related activities or development access issues for the Project.

f. The Town will make reasonable efforts towards the acquisition of all additional rights-of-way necessary for the Project within one year of the effective date of this Agreement.

g. The Town has obtained slope and drainage easements for the Project via instruments recorded in the Pima County Recorder's Office at Sequence No. 20230480406 and Sequence No. 20230480407 that are located within the County's jurisdictional boundaries. The Town will not annex these slope and drainage easements into the Town and shall be responsible for their maintenance in perpetuity.

h. The Town acquired right-of-way for the Project from the Arizona State Land Department (ASLD) via instrument recorded in the Pima County Recorder's Office at Sequence No. 20220630049 (the "ASLD Right-of-Way"). The ASLD Right-of-Way Number 16-122066-00 is located in the County's jurisdictional boundaries. The Town will not annex the ASLD Right-of-Way and shall be responsible for the maintenance of the ASLD Right-of-Way in perpetuity.

i. The Town shall initiate procedures pursuant to A.R.S. § 9-471(O) to transfer all rights-of-way for the Project that are located within the County's jurisdictional boundaries to the Town within one year after final completion and acceptance of construction of the Project, with the exceptions of the ASLD Right-of-Way and the slope and drainage easements described in subparagraph 3(g) above. If the Town is diligently pursuing transfer of the rights-of-way pursuant to A.R.S. § 9-471(O), but is unable to complete the transfer prior to the one-year deadline set forth in this subparagraph, the Town shall request extensions from the County in 90-day increments.

j. If the Town cannot acquire the property necessary for this Project by purchase or donation, the Town agrees to pay all costs and attorneys' fees associated with the County's exercise of eminent domain at no cost to Pima County, as described in subparagraph 4(b) below.

4. Responsibilities of County:

a. The County shall contribute up to \$1,594,341.00 in development impact fees collected by the County for the County Twin Peaks Road DIF Project to the Town for the Project (the "County Contribution"). The County shall account for all reasonable impact fee collections/payments in its annual budget and maintain the County Twin Peaks Road DIF Project on its Capital Improvement Plan for the Northwest Benefit Area until the County Contribution is paid in full.

i. The County shall make quarterly payments to the Town based upon the percentage completion of construction of the Project, as determined by the Town Engineer and accepted by the County Engineer.

ii. The Town shall provide the County with quarterly invoices documenting percent completion of construction and the amount of the partial payment due to the Town based on the percentage of partial completion of the Project. The Town shall provide supporting documentation with the invoice.

iii. The Town shall provide the first invoice to the County within 30 days after the effective date of this Agreement.

iv. The County shall pay all invoices from the Town within 30 days of receipt.

b. The County agrees to cooperate with the Town to acquire any right-of-way necessary for the Project that lies within unincorporated Pima County using eminent domain if the Town cannot acquire the property by purchase or donation. The Town will pay all costs and attorneys' fees associated with the exercise of eminent domain at no cost to Pima County.

c. The County, upon receipt of an Order for Immediate Possession for property needed for the Project, hereby grants the Town and its employees, agents and contractors the right to enter upon the property for activities related to the Project. Upon recording of a Final Order of Condemnation in each action, the County shall convey all property acquired to the Town.

d. The County agrees to cooperate with the Town to transfer all rights-of-way for the Project that are located within the County's jurisdictional boundaries to the Town pursuant to A.R.S. § 9-471(O) within one year after final completion and acceptance of construction of the Project. If the Town is diligently pursuing transfer of the rights-of-way pursuant to A.R.S. § 9-471(O), but is unable to complete the transfer prior to the one-year deadline, the County agrees to grant the Town any necessary extensions of time to complete the transfer in 90-day increments up to one year.

5. Term and Termination.

a. *Effective Date.* This Agreement shall be effective on the date it is executed by the last Party to sign and shall remain in effect, unless earlier terminated by either Party as provided herein, until the later of:

i. The date when all real property required for the Project that is within the County's jurisdictional boundaries has been acquired, final orders of condemnation have been obtained, and all appeals have been exhausted; or

ii. The date the County Contribution has been made in full; or

iii. The date all rights-of-way for the Project that are located within the County's jurisdictional boundaries have been transferred to the Town, with the exception of the ASLD Right-of-Way in paragraph 3(h).

6. Indemnification. Each Party (as "Indemnitor") agrees to indemnify and hold harmless the other Party (as "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

7. Insurance. Each Party warrants that it is self-insured or otherwise maintains adequate insurance to fully cover its liability under this Agreement. The Town is responsible for Project implementation, which includes the use of a contractor and will review each contractor's insurance.

8. Books and Records. Each Party shall keep and maintain proper and complete books, records, and accounts, which shall be open for inspection and audit by duly authorized representatives of any other Party at all reasonable times.

9. Legal Jurisdiction. Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of County or the Town.

10. No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture, or employment relationship between the Parties or create any employer-employee relationship between County and Town employees, or between Town and County employees. Neither Party shall be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

11. No Third-Party Beneficiaries. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or effect the legal liability of either Party to the Agreement by imposing any standard of care with respect to the maintenance of roadways different from the standard of care that is reasonable for these roadways at these locations.

12. Compliance with Laws. The Parties shall comply with applicable federal, state, and local laws, rules, regulations, standards, and executive orders, without limitation to those designated within this Agreement.

a. *Anti-Discrimination.* The provisions of A.R.S. § 41-1463 and Executive Order Number 75-5, as amended by Executive Orders Number 99-4 and 2009-09, issued by the Governor of the State of Arizona are incorporated by this reference as a part of this Intergovernmental Agreement.

b. *Americans with Disabilities Act.* This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-

12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

c. A.R.S. § 38-511. This Agreement is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

13. Waiver. Waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed a waiver of any other term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

14. Force Majeure. A Party shall not be in default under this Agreement if it does not fulfill any of its obligations under this Agreement because it is prevented or delayed in doing so by reason of "uncontrollable forces." The term "uncontrollable forces" shall mean, for the purpose of this agreement, any cause beyond the control of the Party affected, including, but not limited to, failure of facilities, breakage or accident to machinery or transmission facilities, weather conditions, flood, earthquake, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, strike, lockout, labor dispute, boycott, material or energy shortage, casualty loss, acts of God, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the Parties, order of any government officer or court (excluding orders promulgated by the Parties themselves), and declared local, state or national emergency, which, by exercise of due diligence and foresight, such Party could not reasonably have been expected to avoid. Either Party rendered unable to fulfill any obligations by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

15. Notification. Each Party shall notify the other in writing within thirty (30) calendar days of the receipt of any claim, demands, suits, or judgments against the receiving Party for which the Party intends to invoke the provisions of this Article. Each Party shall keep the other Party informed on a current basis of its defense of any claims, demands, suits, or judgments under this Article. All notices or demands upon any Party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Notice to County:

Kathryn Skinner, P.E.
Director, Pima County Department of Transportation
201 N. Stone Ave, 4th Fl
Tucson, AZ 85701

Notice to Town:

Fausto Burruel, P.E.

Public Works Director
11555 W. Civic Center Drive
Marana, Arizona 85653

16. **Remedies.** Either Party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or in equity or by virtue of this Agreement.

In Witness Whereof, County has caused this Agreement to be executed by the Chair of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board, and the Town has caused this Agreement to be executed by the Mayor of the Town, upon resolution of the Council and attested to by its Chair.

PIMA COUNTY

By: _____
Rex Scott,
Chairman, Board of Supervisors

Date: _____

ATTEST:

By: _____
Melissa Manriquez, Clerk of the Board

Date: _____

TOWN OF MARANA

By: _____
Jon Post, Mayor

Date: 5/16/2025

ATTEST:

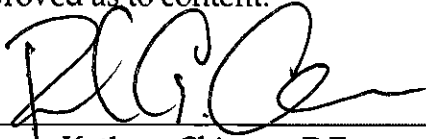
By: _____
Jill McCleary, Town Clerk

Date: May 6, 2025

4/16/2025

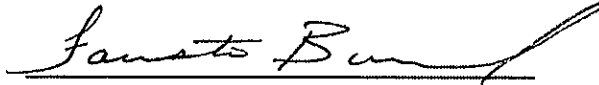
Approval

The foregoing Agreement between County and the Town has been reviewed by the undersigned, and is hereby approved as to content.


Kathryn Skinner, P.E.
Director
Department of Transportation
Pima County

for Kathryn Skinner

5/16/2025
Date


Fausto Burruel, P.E.
Director
Department of Public Works
Town of Marana

5/7/2025
Date

4/16/2025

Intergovernmental Agreement Determination

The foregoing Agreement between County and the Town has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

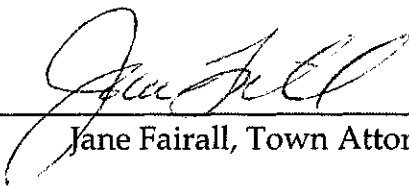
Pima County:



Cindy Nguyen, Deputy County Attorney

5/7/25
Date

Town of Marana:



Jane Fairall, Town Attorney

5/6/25
Date

4/16/2025